

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

GraphOn Corporation, a Delaware)
Corporation,)
Plaintiff,)
v.) Civil Action No. 2:08cv97
Classified Ventures, LLC, a Delaware Limited)
Liability Company; IAC/InterActiveCorp., a)
Delaware Corporation; Match.com, LLC, a)
Delaware Limited Liability Company; Yahoo!)
Inc., a Delaware Corporation, eHarmony.com, a)
California Corporation, and CareerBuilder, LLC,)
a Delaware Limited Liability Company,)
Defendants.)

COMPLAINT FOR PATENT INFRINGEMENT AND DEMAND FOR JURY TRIAL

Plaintiff, GraphOn Corporation, alleges the following in support of its Complaint for Patent Infringement and Demand for Jury Trial (“Complaint”) against Defendants Classified Ventures, LLC, IAC/InterActiveCorp, Match.com, LLC, Yahoo! Inc., eHarmony.com and CareerBuilder, LLC.

PARTIES

1. Plaintiff GraphOn Corporation (“GraphOn”) is a corporation organized and existing under the laws of the State of Delaware, and has its principal place of business at 5400 Soquel Avenue, Suite A2, Santa Cruz, California.

2. Upon information and belief, Defendant Classified Ventures, LLC (“Classified Ventures”) is a limited liability company duly organized and existing under the laws of the State of Delaware, having a place of business at 175 West Jackson Boulevard, Suite 800, Chicago, IL 60604.

3. Upon information and belief, Defendant IAC/InterActiveCorp (“IAC”) is a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 555 West 18th Street, New York, NY 10011.

4. Upon information and belief, Defendant Match.com, LLC (“Match.com”) is a limited liability company duly organized and existing under the laws of the State of Delaware, having a place of business at 8300 Douglas Avenue, Suite 800, Dallas, TX 75225.

5. Upon information and belief, Defendant Yahoo! Inc. (“Yahoo!”) is a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 701 First Avenue, Sunnyvale, CA 94089.

6. Upon information and belief, Defendant eHarmony.com is a corporation duly organized and existing under the laws of the State of California, having a place of business at 888 East Walnut Street, 2nd Floor, Pasadena, CA 91101.

7. Upon information and belief, Defendant CareerBuilder, LLC (“CareerBuilder”) is a limited liability company duly organized and existing under the laws of the State of Delaware, having a place of business at 200 N. LaSalle Street, Suite 1100, Chicago, IL 60601.

JURISDICTION

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. §§ 101, *et seq.* and 271, *et seq.* This Court has personal jurisdiction over Defendants

because they each infringe GraphOn's patents by offering on their websites online listing services to their users and/or customers who reside in, or may be found in, the Eastern District of Texas. Further, each Defendant has actually transacted business with users of their websites in the Eastern District of Texas and has current customers from the area.

VENUE

9. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and 1400(b) because Defendants reside in this district, have each committed acts of infringement in this district and, through their websites, have a regular and established place of business in this district.

GENERAL ALLEGATIONS

10. On November 27, 2001, Untied States Patent No. 6,324,538 (“the ‘538 Patent”) entitled “Automated On-Line Information Service and Directory, Particularly for the World Wide Web” was duly and legally issued to Ralph E. Wesinger, Jr. and Christopher D. Coley. All rights and interest in the ‘538 Patent were assigned to GraphOn. A true and correct copy of the ‘538 Patent is attached hereto as Exhibit A.

11. On February 1, 2005, United States Patent No. 6,850,940 (“the ‘940 Patent”) entitled “Automated On-Line Information Service and Directory, Particularly for the World Wide Web” was duly and legally issued to Ralph E. Wesinger, Jr. and Christopher D. Coley. All rights and interest in the ‘940 Patent were assigned to GraphOn. A true and correct copy of the ‘940 Patent is attached hereto as Exhibit B.

12. On April 11, 2006, United States Patent No. 7,028,034 (“the ‘034 Patent”) entitled “Method and Apparatus for Providing a Dynamically-Updating Pay-For-Service Web Site” was duly and legally issued to Ralph E. Wesinger, Jr. and Christopher D. Coley. All rights

and interest in the ‘034 Patent were assigned to GraphOn. A true and correct copy of the ‘034 Patent is attached hereto as Exhibit C.

13. On September 11, 2007, United States Patent No. 7,269,591 (“the ‘591 Patent”) entitled “Method and Apparatus for Providing a Pay-For-Service Web Site” was duly and legally issued to Ralph E. Wesinger, Jr. and Christopher D. Coley. All rights and interest in the ‘591 Patent were assigned to GraphOn. A true and correct copy of the ‘591 Patent is attached hereto as Exhibit D.

COUNT 1

(Patent Infringement Against Classified Ventures, LLC)

14. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

15. Classified Ventures offers on the website www.cars.com, a vehicle listing service to help its customers sell vehicles to buyers.

16. Upon information and belief, Classified Ventures has infringed and continues to infringe under 35 U.S.C. § 271 the ‘538, ‘940, ‘034 and ‘591 patents (“the patents-in-suit”). The infringing acts include, but are not limited to, offering vehicle listing services on the website that are covered by one or more claims of the patents-in-suit.

17. Classified Ventures’ acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from Classified Ventures, LLC the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. Classified Ventures’ infringement of GraphOn’s exclusive rights under the patents-in-suit will continue to damage GraphOn’s business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

COUNT 2

(Patent Infringement Against IAC/InterActiveCorp)

18. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

19. IAC offers on the website www.match.com, a personals listing service to allow its customers to meet and interact with individuals that they may desire to date.

20. Upon information and belief, IAC has infringed and continues to infringe under 35 U.S.C. § 271 the patents-in-suit. The infringing acts include, but are not limited to, offering personals listing services on the website that are covered by one or more claims of the patents-in-suit.

21. IAC's acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from IAC the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. IAC's infringement of GraphOn's exclusive rights under the patents-in-suit will continue to damage GraphOn's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

COUNT 3

(Patent Infringement Against Match.com, LLC.)

22. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

23. Match.com offers on the website www.match.com, a personals listing service to allow its customers to meet and interact with individuals that they may desire to date.

24. Upon information and belief, Match.com has infringed and continues to infringe under 35 U.S.C. § 271 the patents-in-suit. The infringing acts include, but are not limited to,

offering personals listing services on the website that are covered by one or more claims of the patents-in-suit.

25. Match.com's acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from Match.com the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. Match.com's infringement of GraphOn's exclusive rights under the patents-in-suit will continue to damage GraphOn's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

COUNT 4

(Patent Infringement Against Yahoo! Inc.)

26. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

27. Yahoo! offers on the website www.yahoo.com/personals, a personals listing service to allow its customers to meet and interact with individuals that they may desire to date.

28. Upon information and belief, Yahoo! has infringed and continues to infringe under 35 U.S.C. § 271 the patents-in-suit. The infringing acts include, but are not limited to, offering personals listing services on the website that are covered by one or more claims of the patents-in-suit.

29. Yahoo!'s acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from Yahoo! the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. Yahoo!'s infringement of GraphOn's exclusive rights under the patents-in-suit will continue to damage GraphOn's business, causing irreparable

harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

30. Upon information and belief, Yahoo!'s infringement of the patents-in-suit has been willful and deliberate, and entitles GraphOn to increased damages under 35 U.S.C. § 284 and attorney's fees and costs under 35 U.S.C. § 285.

COUNT 5

(Patent Infringement Against eHarmony.com)

31. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

32. eHarmony offers on the website www.eharmony.com, a personals listing service to allow its customers to meet and interact with individuals that they may desire to date.

33. Upon information and belief, eHarmony has infringed and continues to infringe under 35 U.S.C. § 271 the patents-in-suit. The infringing acts include, but are not limited to, offering personals listing services on the website that are covered by one or more claims of the patents-in-suit.

34. eHarmony's acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from eHarmony the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. eHarmony's infringement of GraphOn's exclusive rights under the patents-in-suit will continue to damage GraphOn's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

COUNT 6

(Patent Infringement Against CareerBuilder, LLC)

35. Paragraphs 1-13 of the Complaint set forth above are incorporated herein by reference.

36. CareerBuilder offers on the website www.careerbuilder.com, an online listing service that allows applicant and employer users to find jobs or employees, respectively.

37. Upon information and belief, CareerBuilder has infringed and continues to infringe under 35 U.S.C. § 271 the patents-in-suit. The infringing acts include, but are not limited to, offering applicant/job listing services on the website that are covered by one or more claims of the patents-in-suit.

38. CareerBuilder's acts of infringement have caused damage to GraphOn. Under 35 U.S.C. § 284, GraphOn is entitled to recover from CareerBuilder the damages sustained by GraphOn as a result of its infringement of the patents-in-suit. CareerBuilder's infringement of GraphOn's exclusive rights under the patents-in-suit will continue to damage GraphOn's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court under 35 U.S.C. § 283.

PRAYER FOR RELIEF

WHEREFORE, GraphOn respectfully requests that this Court enter judgment against Defendants as follows:

- (a) For judgment that Defendants Classified Ventures, IAC, Match.com, Yahoo!, eHarmony and CareerBuilder have infringed and continue to infringe the patents-in-suit.
- (b) For permanent injunctions under 35 U.S.C. § 283 against Defendants and their directors, officers, employees, agents, subsidiaries, parents, attorneys, and all persons acting in

concert, on behalf of, in joint venture, or in partnership with Defendants from further acts of infringement;

- (c) For damages to be paid by Defendants adequate to compensate GraphOn for their infringement, including interests, costs and disbursements as the Court may deem appropriate under 35 U.S.C. § 284;
- (d) For judgment finding that at least Defendant Yahoo!'s infringement was willful and deliberate, entitling GraphOn to increased damages under 35 U.S.C. § 284;
- (e) For judgment finding this to be an exceptional case against at least Defendant Yahoo!, and awarding GraphOn attorney fees under 35 U.S.C. § 285; and
- (f) For such other and further relief at law and in equity as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to the Federal Rules of Civil Procedure Rule 38, Plaintiff GraphOn Corporation hereby demands a jury trial on all issues triable by jury.

Dated: March 6, 2008

By: */s/ Robert Christopher Bunt*
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